



**Health Services**  
LOS ANGELES COUNTY

**Los Angeles County  
Board of Supervisors**

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**Robert G. Splawn, M.D.**  
Interim Chief Medical Officer

313 N. Figueroa Street, Suite 912  
Los Angeles, CA 90012

Tel: 213-240-8101  
Fax: 213-481-0503

[www.dhs.lacounty.gov](http://www.dhs.lacounty.gov)

*To improve health  
through leadership,  
service and education*



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September 15, 2009

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF A TRAINING AGREEMENT WITH  
THE UNITED STATES, DEPARTMENT OF THE NAVY, NAVY  
MEDICINE MANPOWER, PERSONNEL, TRAINING AND EDUCATION  
COMMAND (SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

**SUBJECT**

Approval of a no-cost Agreement with the United States, Department of the Navy (U.S. Navy), Navy Medicine Manpower, Personnel, Training and Education Command, for continuing trauma center training of U.S. Navy personnel at LAC+USC Medical Center.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Interim Director of Health Services, or his designee, to execute a no cost replacement Memorandum of Agreement (MOA) with the U.S. Navy, Navy Medicine Manpower, Personnel, Training and Education (NMMPTe) Command for the continued provision of trauma center training of U.S. Navy personnel at LAC+USC Medical Center (LAC+USC), effective upon Board approval through February 28, 2014.
2. Delegate authority to the Interim Director of Health Services, or his designee, to execute a substantially similar training Agreement with the U.S. Navy, with no payment of monies by the County, to amend the training Agreement as set forth below, and to terminate any existing or future training Agreement, as necessary, with the prior approval of County Counsel and the Chief Executive Office and notification to your Board.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

Approval of the recommended MOA for trauma center training, substantially similar to Exhibit I, will allow for the continued training of U.S. Navy personnel at LAC+USC's Trauma Center while providing care to County patients. The current MOA provides for a Navy Trauma Training Center (NTTC) program with permanent U.S. Navy staff assigned on site at LAC+USC and additional staff rotating through the program to gain experience with trauma center treatment. The U.S. Navy requested the replacement MOA in order to: 1) allow for assignment of two additional staff, a Trauma Surgeon and an Administrative Assistant, to the existing permanent personnel of the NTTC team; 2) reduce the rotation period of their trainees from 30 days to 20 days; and 3) revise the term of the MOA from ongoing to a time-limited MOA expiring on February 28, 2014.

The Interim Director of Health Services is also seeking delegated authority to streamline the contracting process and to allow for timely changes in the agreement to respond to changes needed by applicable regulatory authorities or accrediting bodies such as the Accreditation Council for Graduate Medical Education (ACGME).

### **Implementation of Strategic Plan Goal**

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

There is no transfer of funds between the parties for the rotation and supervision of the U.S. Navy personnel. NMMPTE will continue to reimburse the County for the use of various leased data transmission lines, telephones and copier support while receiving trauma center training at LAC+USC.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On June 11, 2002, your Board approved an Agreement with the U.S. Navy Bureau of Medicine and Surgery (BUMED) to establish the NTTC to enhance trauma team training of U.S. Navy military physicians granted clinical privileges and other licensed personnel without clinical privileges (e.g. nurses) in transportation of trauma patients, triage, resuscitation, surgical intervention, intensive care, and wound care at LAC+USC's Trauma Center. The NTTC continues to provide U.S. Navy personnel with individual and team training in trauma care while providing care to County patients at the hospital. LAC+USC's Department of Surgery Trauma Division oversees the NTTC and the U.S. Navy personnel are permanently assigned to the Medical Center where they work alongside the facility's clinical staff.

Under the new MOA, the NTTC will consist of 12 members of a permanent party made up of military healthcare providers and non-healthcare provider administrative personnel, and teams consisting of up to a maximum of 24 rotating trainees. NMMPTC will provide the necessary personnel to carry out its responsibilities under this MOA (e.g., a general surgeon with added qualifications in trauma and surgical critical care designated as the Director of NTTC, one orthopedic surgeon, anesthesiologist, Operating Room Nurse, Intensive Care Unit Nurse, Emergency Room Nurse, Medical Service Corps Administrator, Independent Duty Corpsman, Emergency Medicine Physician, Operating Room Technician, Trauma Surgeon and Administrative Assistant). The County will continue to provide office space to the NTTC personnel, as well as access to physician-call rooms, information systems, janitorial, and security services.

While performing assigned duties at the Medical Center, permanently stationed members of the NTTC will function as full staff members of LAC+USC, and will be responsible for orienting, instructing, supervising, and monitoring rotating trainees, as well as ensuring that they comply with County's rules and applicable instructions. In addition, the U.S. Navy's rotating trainees will be under official orders of the U.S. Navy and will be assigned at LAC+USC for a 20 day period. The trainees will be under the clinical supervision of both LAC+USC Department of Surgery Trauma Division physicians and NTTC personnel, where they will work alongside the facility's clinical staff. No compensation will be paid to the trainees under the MOA other than the compensation received from the U.S. Navy.

Under the provisions of the Federal Tort Claims Act, the federal government is liable for any negligent or wrongful acts or omissions of U.S. Navy employees committed while acting within the scope of their duties performed under this MOA.

The U.S. Navy requested the MOA using their format, and therefore, the MOA does not include the usual County provisions. The U.S. Navy shall comply with all federal, State and local laws, ordinances, regulations, rules, and directives applicable to its performance hereunder, including Health Insurance Portability and Accountability Act.

The Interim Director of Health Services is also seeking delegated authority to sign other similar training agreements with the U.S. Navy, terminate any such future or existing Navy agreements, amend such agreements to extend the term, and/or change (1) the size of the faculty and staff, (2) the size of resident trainee class, and/or (3) the agreement to reflect changes in the rotation period, and other modifications to the resident training experience, and (4) any changes required by law or applicable accrediting bodies (e.g., ACGME).

The Honorable Board of Supervisors  
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County Counsel has approved Exhibit I as to form. The MOA contains provisions allowing termination by either party with 30 days written notice prior to the termination date.

**CONTRACTING PROCESS**

Not applicable.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The MOA continues to provide significant benefit to LAC+USC patients by placing highly trained clinical personnel at the facility which supplements existing clinical resources.

Respectfully submitted,



John F. Schunhoff, Ph.D.  
Interim Director

JFS:gh

Attachment

c: Chief Executive Officer  
Acting County Counsel  
Executive Officer, Board of Supervisors

NMMPTE BL

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE NAVY  
NAVY MEDICINE MANPOWER, PERSONNEL, TRAINING AND EDUCATION  
AND  
THE COUNTY OF LOS ANGELES - LAC + USC MEDICAL CENTER  
TRAUMA CENTER TRAINING

This Memorandum of Agreement (MOA) entered into on the \_\_\_ day of \_\_\_\_\_, 2009, is between the Department of the Navy, Navy Medicine Manpower, Personnel, Training and Education Command hereafter referred as NM MPT&E, and the County of Los Angeles hereafter referred as COUNTY. NM MPT&E is an instrumentality of the United States of America and is a major subordinate command of the United States Navy, Department of Defense. The COUNTY has established and maintains an MOA through its Department of Health Services, Los Angeles County + University of Southern California Medical Center, hereafter referred to as MEDICAL CENTER. The parties freely enter into this Agreement for the mutual benefit of the parties.

1. The Joint Commission has approved MEDICAL CENTER as an accredited hospital and trauma center. MEDICAL CENTER is a Level 1 center designated by the State of California, and verified by the American College of Surgeons.

2. Except as otherwise specifically provided hereunder, COUNTY's Director of Health Services or his authorized designee (jointly hereafter DIRECTOR) shall have the authority to administer this agreement on behalf of the COUNTY.

3. The purpose of this MOA is to establish a permanent program to enhance the clinical trauma team training of Military Health Care Providers (HCPs) and non-HCPs in transportation of trauma patients, triage, resuscitation, surgical intervention, intensive care, and wound care. Military HCPs are licensed military providers who are granted delineated clinical privileges to independently diagnose, initiate, alter or terminate health care treatment regimens within the scope of their license (e.g. physicians). HCPs also include other personnel who are required to be licensed but who are not privileged (e.g. nurses). The program will be organized as the Navy Trauma Training Center, hereafter referred to as NTTC and will consist of up to ten (10) members of a permanent party hereafter referred to as PP and up to twenty-four (24) rotating team members hereafter referred to as RT, as further described below. The NTTC will receive individual and team level training in trauma care while providing care to COUNTY patients at MEDICAL CENTER. The parties shall mutually agree upon the specific days and hours of all NTTC activities at MEDICAL CENTER.

4. Under this MOA, NM MPT&E will establish a PP at MEDICAL CENTER consisting of military HCPs and non-HCP administrative personnel. Further, NM MPT&E will make successive assignments of teams consisting of up to twenty-four (24) trainees, the RT. Each successive assignment of an RT will be referred to as a training rotation. RT

members will be assigned to MEDICAL CENTER for trauma in a temporary additional duty (TAD) status for a twenty day (20) period. The number of trainees rotating at any one time shall not exceed a maximum of twenty-four (24).

5. It is in the best interest of NM MPT&E to use the clinical facilities of MEDICAL CENTER to train RT members. It is to the benefit of the COUNTY to receive and use the clinical services of the NTTC. In consideration of the promises and of the mutual advantages accruing to the parties, this Agreement sets forth the duties and responsibilities of the COUNTY and NM MPT&E. The COUNTY and NM MPT&E recognize that the primary and paramount concern and objective of the COUNTY is the provision and delivery of high quality, comprehensive care and treatment for the ill and infirm and the parties agree, therefore, that the NTTC will maintain the high-quality level of patient care provided at MEDICAL CENTER.

6. The parties understand and agree that all military personnel at NTTC performing duties at MEDICAL CENTER under this Agreement will do so under the authority of official orders issued by the U.S. Navy. The U.S. Navy will provide all pay and allowances for the NTTC performing duties at MEDICAL CENTER. Accordingly, while performing such duties, NTTC personnel are employees of the U.S. Navy acting within the scope of their employment under Federal law. Consequently, the provisions of the Federal Tort Claims Act (Title 28, United States Code, Sections 1356(b), 2671-2680), including its defense and immunities, will apply to allegations of negligence or wrongful acts or omissions by the NTTC personnel while acting within the scope of their duties pursuant to this agreement. Furthermore, it is understood by the COUNTY that the U.S. may only protect the liability of the military personnel, and that the U.S. may, in its representation of the military personnel, assert any defense available under Federal law. Any notification of an actual or potential claim or suit against the COUNTY which names military personnel as parties or potential defendants will be reported by the COUNTY as soon as possible. The COUNTY will make the report to Commanding Officer, Navy Medicine Manpower, Personnel, Training and Education Command, 8901 Wisconsin Avenue, Bethesda, Maryland 20889, phone number (301) 319-4744. To the extent legally permissible, the COUNTY agrees to cooperate fully with the U.S. in the investigation of any complaint, to include making available for review any medical records, medical material, including radiographs, slides, tissue, and witness statements, and the names of all other defendants. The U.S. Navy will cooperate with the COUNTY in the investigation and defense of such complaints, assist in the removal of the action to an appropriate U.S. District Court with a view toward substituting the U.S. as a defendant in lieu of NTTC personnel.

7. NM MPT&E specifically agrees:

a. To establish an appropriate permanent staff at MEDICAL CENTER consisting of military HCPs and non-HCP administrative personnel.

(1) NM MPT&E will assign one O-5 or O-6 General Surgeon with added qualifications in trauma and surgical critical care, who will be designated as the Director, NTTC. The Director (he/she) will be responsible of all military permanent party, PP, rotating members, and RT. NM MPT&E will also assign appropriate administrative support to secure necessary information, applications, and credentialing of military HCPs. In addition, NM MPT&E, in conjunction with MEDICAL CENTER, will provide the necessary personnel to carry out its responsibilities under this Agreement in order to ensure safe and competent delivery of patient care. In addition to the Director, NTTC, NM MPT&E agrees to permanently assign to the PP, as a component of NTTC:

- (a) Trauma Surgeon
- (b) Orthopedic Surgeon
- (c) Anesthesiologist
- (d) Operating Room (OR) Nurse
- (e) Intensive Care Unit (ICU) Nurse
- (f) Emergency Room (ER) Nurse
- (g) Medical Services Corps Administrator
- (h) Independent Duty Corpsman
- (i) Emergency Medicine Physician
- (j) Operating Room Technician
- (k) Administrative Assistant (GS)

NM MPT&E may need to provide additional staff to the PP for NTTC to meet military administrative and trauma training needs. NM MPT&E will communicate any such requests to station additional staff as a part of the PP to the COUNTY. No additional staff shall be assigned to the PP without prior written approval by County's DIRECTOR. As specified in paragraph 11 herein, all permanently assigned physicians, registered nurses, and anesthesiologists must have valid, current, and unrestricted state licenses before arrival for duty at MEDICAL CENTER.

(2) NM MPT&E agrees that NTTC will provide the COUNTY with appropriate administrative support to secure necessary information, applications, and credentialing of members of the PP and the RT in a timely manner as required by the COUNTY.

(3) While performing assigned duties at MEDICAL CENTER the PP will function as full staff members of MEDICAL CENTER. They will be assisted in their duties by the Director, NTTC and will be responsible for the following:

(a) Orient, instruct, supervise, and monitor the RT members;

(b) Ensure that all RT members comply with the COUNTY's rules and applicable instructions, except where compliance would be inconsistent with federal statute, regulation, or any other law binding members of the U.S. Navy. NM MPT&E agrees to provide the COUNTY with written notification of any inability to comply with the COUNTY's rules and applicable instructions.

(c) Coordinate with designated COUNTY officials on the working assignments of RT members to include attendance at selected conferences, courses, and programs conducted at MEDICAL CENTER;

(d) Maintain accurate personnel records and reports developed during the course of the RT member's assignment at MEDICAL CENTER.

(4) The PP will coordinate their work, training, and supervision of clinical duties with the appropriate MEDICAL CENTER departments in order to facilitate the training of the RT members.

(5) The PP must maintain their professional skills at the highest skill levels. Such highly developed proficiency can only be obtained and maintained through continuous, active practice of trauma care medicine. Therefore, active clinical engagement in patient care is a crucial and necessary facet of each of the permanently assigned military HCPs' essential duties. Furthermore, it provides them with comprehensive expertise in the COUNTY's rules and applicable instructions which they must have to function as instructors. Additionally, it also provides them with the requisite expertise needed to effectively perform their administrative/liaison functions in the COUNTY environment.

b. NM MPT&E will also:

(1) Provide up to twenty-four (24) RT members, assigned to MEDICAL CENTER for a twenty (20) day training rotation.

(2) As specified in paragraph 11 herein, ensure that RT surgeons, registered nurses, anesthesiologists, and LPNs have valid, current, and unrestricted state licenses before arrival for training at MEDICAL CENTER.

(3) Provide proof of the appropriate licenses, credentials and military orders for all RT members who will be performing duties at MEDICAL CENTER under this Agreement, no later than the beginning of their training rotations.

c. All NTTC personnel will be under official orders assigning them to duty at the NTTC/MEDICAL CENTER for a specified period. All personnel assigned to MEDICAL CENTER will report to the NTTC and the appropriate authority at the MEDICAL CENTER for in-processing instructions. While assigned to MEDICAL CENTER, the RT members will be under the clinical supervision of MEDICAL CENTER officials and/or the PP.

d. NM MPT&E prohibits NTTC personnel from publishing any materials developed as a result of their participation in clinical training that have not been approved for release in writing by the COUNTY.



8. NM MPT&E will:

- a. Provide all information systems equipment to support NTTC.
- b. Reimburse the COUNTY for any leased data transmission line cost.
- c. Provide telephones or reimburse the COUNTY for leased instruments.
- d. Reimburse the COUNTY for long distance and other toll charges.
- e. Provide office equipment and modular systems furniture for NTTC occupied spaces.
- f. Provide coded security locks for administrative, storage and training areas (where applicable).
- g. Coordinate with janitorial services to ensure access to secure spaces.
- h. Reimburse the COUNTY for lease costs, if a leased photocopier is provided for copy services.
- i. Provide equipment in the form of a simulator which will remain the property of NM MPT&E and the U.S. Navy.

9. The COUNTY will:

- a. Provide access to clinical and related facilities needed for training. The COUNTY will arrange schedules that provide for training. The COUNTY will arrange schedules that provide NTTC members with maximum exposure to trauma care.
- b. Permit, on reasonable request, the inspection of clinical and related facilities by government agencies or other agencies charged with the responsibility for accreditation of the NTTC education programs.
- c. Provide emergency medical (including pharmaceuticals) treatment to NTTC members while assigned to MEDICAL CENTER. NM MPT&E will pay for the reasonable cost of such treatment, in accordance with federal statute and Navy regulations.
- d. Provide clinical supervision of RT members in coordination with BUMED so RT members are under the supervision of COUNTY or the PP.

10. The COUNTY will provide:

- a. Office, minor storage, and training spaces consisting of:
  - (1) Ward 6300 or equivalent.

(2) Shared access with COUNTY personnel to on-call rooms and conference rooms as needed for the RT.

b. Information systems network drops (connectivity) to each assigned space.

c. Access to information systems backbone via Navy provided local server.

d. Access to Email accounts.

e. Eight (8) telephone lines for assigned office spaces.

f. Tenant improvements for assigned office spaces consisting of paint and carpet.

g. Janitorial services commensurate with other MEDICAL CENTER administrative and training spaces.

h. Security services commensurate with other MEDICAL CENTER administrative and training spaces.

i. Meals at any of the LAC+USC cafeterias for purchase by RT members.

j. Printing and photocopy support commensurate with that provided to MEDICAL CENTER staff.

11. The parties understand and agree that consistent with federal statute and the Federal Acquisition Regulation (FAR), the military HCPs performing under their Agreement are not required to satisfy the California temporary or permanent licensure requirements. Under the provisions of 10 U.S.C. § § 1094 (d) (1) and (2), the military HCPs have portability of their state health care professional licenses.

a. Specifically, 10 United States Code § § 1094 (d) (1) and (2) provided:

(1) Notwithstanding any law regarding the licensure of HCPs, a health care professional described in paragraph (2), may practice the health profession or professions of the health care professional in any state, District of Columbia, or a Commonwealth, territory, or possession of the U.S., regardless of whether the practice occurs in a health care facility of the Department of Defense, a civilian facility affiliated with the Department of Defense, or any other location authorized by the Secretary of Defense.

(2) A health care professional referred to in paragraph (1) is a member of the armed forces who (a) has a current license to practice medicine, osteopathic medicine, dentistry, or another health profession; and, (b) is performing authorized duties for the Department of Defense.

b. NM MPT&E, in accordance with the requirements of 10 U.S.C. § § 1094 (d) (1) and (2), authorizes the training location and duties of the military HCPs at MEDICAL CENTER, as they will be performing their duties under military orders issued by the U.S. Navy.

c. NM MPT&E agrees that the NTTC will provide the MEDICAL CENTER with appropriate administrative support to ensure that the coordination with licensing boards is accomplished as required by Department of Defense Instruction 6025.16, subject: Portability of State Licensure for Health Care Professionals (August 31, 2000).

12. The parties understand and agree that the COUNTY will generate bills for medical services rendered by NM MPT&E HCPs. All proceeds from these bills shall become the exclusive property of the COUNTY and NM MPT&E shall have no right or claim to such proceeds. Notwithstanding the above, pursuant to 32 C.F.R. section 199.6 and 5 United States Code section 5536, MEDICAL CENTER cannot bill TRICARE for the professional services rendered by NM MPT&E HCPs.

13. The parties understand and acknowledge that they will cooperate fully in investigating quality of care, quality assurance, and risk management issues hereinafter referred to as QA arising out of the operation of this agreement. Any QA investigations, QA documentation, and/or adverse actions arising from the operation of their agreement will be subject to the provisions of Title 10, United States Code, section 1102.

14. The parties understand and agree that all NTTC personnel are prohibited from receiving any form of monetary payments, compensation, gratuities, or other contributions from the COUNTY. This includes any entity which may be under contract with COUNTY.

15. The parties understand and agree that the training of NTTC personnel at MEDICAL CENTER is not intended to cause, nor will it result in, the displacement of any COUNTY employee or impair existing contracts for their services.

16. The parties understand and agree that the COUNTY reserves the right to refuse acceptance, or advise NM MPT&E to terminate the services, of any of the NTTC personnel if COUNTY determines that the services of the NTTC personnel would not be in the best interest of the COUNTY.

17. The parties understand and agree that the COUNTY will not use the training program established by this Agreement for any publicity or advertising purpose. However, the existence and scope of this training program may be known through COUNTY for informational purposes.

18. The parties understand and agree that NM MPT&E and MEDICAL CENTER will agree, in writing, on the dates of a particular training rotation, thirty (30) days prior to the commencement of each rotation.

19. Neither NM MPT&E nor COUNTY shall assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of BUMED or COUNTY's Director. Any assignment or delegation which does not have such prior written consent shall be null and void.

20. No addition to, or alteration of, the terms of the Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved by BUMED and the COUNTY's Board of Supervisors and executed by the parties.

21. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Affiliate understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Affiliate understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Affiliate's behalf. Affiliate has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Affiliate's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Affiliate and County understand and agree that each is independently responsible for HIPPA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPPA law and implementing regulations related to transactions and code sets, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

While performing its duties and obligations under this Agreement, NAVMED MPT&E shall, and shall cause its employees, trainees, faculty, physicians, agents, and subcontractors to, comply with all laws and regulations that apply to the confidentiality and security of patient information, including the federal Health Insurance Portability and Accountability Act of 1996 as amended ("HIPPA"), 42 U.S.C. 1171 et.

seq. and regulations issued under it, which are now in force or which may subsequently be in force. The parties agree that if necessary, they shall amend this Agreement to comply with or effectuate HIPAA and the regulations issued under it. Each trainee, who participates in the Program under this Agreement, shall be required to sign a Program Resident Responsibility Form, as it may be amended from time to time or similar document and comply with training institution's training requirements regarding HIPAA.

NAVMED MPT&E and COUNTY understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of HIPAA law and implementing regulations related to Transactions and Code Sets, Privacy, and Security.

22. NM MPT&E hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that NM MPT&E will notify COUNTY within thirty (30) calendar days in writing of, (1) any event that would require NM MPT&E or a staff member's mandatory exclusion for participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against NM MPT&E or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

23. The parties understand and agree that the Director, NTTC, and the COUNTY Director shall have meetings whenever either considers it necessary or appropriate for (a) establishing procedures necessary to implement this Agreement, (b) the resolution of any problems which may arise in the sustainment of this Agreement, and/or (c) educational purposes.

24. Concurrence. It is agreed that this written statement embodies the entire agreement of parties regarding this affiliation, and no other agreements exist between parties except as expressed in this document. All parties to this agreement concur with the level of support and resource commitments that are documented herein. The parties understand and agree that this Memorandum of Agreement embodies the entire Agreement of the parties regarding this affiliation and no other oral or written Agreement exists between the parties except as expressly set forth herein.

25. Effective Period. This agreement is effective upon date of signature for a period of five years. It may be continued without change during that period, but must be reviewed annually by all parties. The terms of this Agreement will commence on the date of signature of the last duly authorized official below and shall continue through February 2014 or until terminated by a duly authorized official of either party.

26. Termination. The agreement may be cancelled at any time by mutual consent of the parties concerned. The agreement may also be terminated by either party upon giving 30 days written notice to the other party. In case of mobilization or other emergency, the agreement may be terminated immediately upon written notice by any BUMED party, and it will remain in force during mobilization or other emergency only with NM MPT&E parties' capabilities.

27. Modification, change, or amendment. Any modifications, changes, or amendments to this agreement must be in writing, and are contingent upon Bureau of Medicine and Surgery (BUMED) (M8) approval. Subsequent to BUMED approval, the modification, change, or amendment must be signed by all parties.

28. The parties understand and agree that any notice or other communication required to be given pursuant to this Agreement shall be in writing and sent by messenger, or by certified or registered mail, return receipt requested, to these addresses:

If to NM MPT&E:

Commanding Officer, Navy Medicine Manpower, Personnel, Training and  
Education Command  
8901 Wisconsin Avenue  
Bethesda MD 20889  
Phone number (301) 319-4744

If to COUNTY:

John F. Schunhoff, PhD  
Interim Director  
313 N. Figueroa Street, Room 912  
Los Angeles, CA 90012  
Phone number (213) 240-8101

Stephanie Hall, MD  
Medical Director  
LAC+USC Medical Center  
1200 N. State Street  
Los Angeles, CA 90033  
Phone number (323) 226-6734

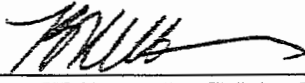
IN WITNESS WHEREOF, the Board has caused this Agreement to be subscribed in its behalf by Director of Health Services and the Department of the Navy has caused this Agreement to be subscribed in its behalf by its duly authorized officer of the day, month, and year first above written.

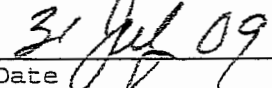
COUNTY OF LOS ANGELES

By \_\_\_\_\_  
JOHN F. SCHUNOFF, Ph.D.  
Interim Director

\_\_\_\_\_  
Date

NAVY MEDICINE MANPOWER,  
PERSONNEL, TRAINING AND  
EDUCATION COMMAND

By  \_\_\_\_\_  
B. WELBOURN, CAPT, DC, USN  
Commanding Officer

  
Date

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

By \_\_\_\_\_

APPROVED AS TO CONTRACT  
ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES  
CONTRACTS AND GRANTS DIVISION

## APPENDIX A

### BUSINESS ASSOCIATE AGREEMENT PRIVACY OF PROTECTED HEALTH INFORMATION

1. Definitions. As used in this Appendix:

a. Business Associate has the same meaning as the term "Business Associate" in 45 CFR 160.103.

b. Covered Entity has the same meaning as the term "Covered Entity" in 45 CFR 160.103.

c. Individual has the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

d. Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

e. Protected Health Information has the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by The Business Associate from or on behalf of The Covered Entity.

f. Required by Law has the same meaning as the term "required by law" in 45 CFR 164.501.

g. Secretary means the Secretary of the Department of Health and Human Services or his/her designee.

2. Terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501.

3. We have determined that both parties serve as employer and supervising institutions in this agreement. Consequently, in this agreement, both the employer institution and the supervising institution are Covered Entities as defined above; likewise both the employer institution and the supervising institution are Business Associates as defined above.

4. The Business Associate agrees not to use or further disclose Protected Health Information other than as permitted or required by this agreement or as Required by Law.

5. The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this agreement.



6. The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this agreement.
7. The Business Associate agrees to report to the Covered Entity any use or disclosure of the Protected Health Information not provided for by this agreement.
8. The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this agreement to the Business Associate with respect to such information.
9. The Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity to Protected Health Information in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
10. The Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.
11. The Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Entity, available to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.
12. The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
13. The Business Associate agrees to provide to the Covered Entity or an Individual, in time and manner designated by the Covered Entity, information collected in accordance with this Appendix of the agreement, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
14. General Use and Disclosure Provisions. Except as otherwise limited in this agreement, the Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to,

the Covered Entity for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule or the Department of Defense Health Information Privacy Regulation if done by the Covered Entity: No applicable purposes.

15. Specific Use and Disclosure Provisions.

a. Except as otherwise limited in this agreement, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

b. Except as otherwise limited in this agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

c. Except as otherwise limited in this agreement, the Business Associate may use Protected Health Information to provide Data Aggregation services to the Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

16. Obligations of the Covered Entity. Provisions for the Covered Entity to Inform the Business Associate of Privacy Practices and Restrictions.

a. Upon request, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

b. The Covered Entity shall provide the Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect the Business Associate's permitted or required uses and disclosures.

c. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR 164.522.

17. Permissible Requests by the Covered Entity. The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except for providing Data Aggregation services to the Covered Entity and for management and administrative activities of the Business Associate as otherwise permitted by this Appendix.

18. Termination

a. Termination. A breach by the Business Associate of this Appendix, may subject the Business Associate to termination under any applicable default or termination provision of this agreement.

b. Effect of Termination

(1) If this TAA has records management requirements, the records subject to the Appendix should be handled in accordance with the records management requirements. If this agreement does not have records management requirements, the records should be handled in accordance with paragraphs 18b(2) and 18b(3).

(2) If this agreement does not have records management requirements, except as provided in paragraph (3) of this section, upon termination of this agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.

(3) If this agreement does not have records management provisions and the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement within the agreement of the Covered Entity and the Business Associate that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such Protected Health Information.

19. Miscellaneous

a. Regulatory References. A reference in this Appendix to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

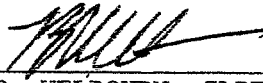
b. Survival. The respective rights and obligations of Business Associate under the "Effect of Termination" provision of this Appendix shall survive the termination of this agreement.

c. Interpretation. Any ambiguity in this Appendix shall be resolved in favor of a meaning that permits the Covered Entity to comply with the Privacy Rule.

COUNTY OF LOS ANGELES

NAVY MEDICINE MANPOWER, PERSONNEL,  
TRAINING AND EDUCATION COMMAND

By \_\_\_\_\_  
JOHN F. SCHUNHOFF, Ph.D.  
Interim Director

By  \_\_\_\_\_  
B. WELBOURN, CAPT, DC, USN  
Commanding Officer

Date \_\_\_\_\_

Date 29 July 89 \_\_\_\_\_

APPROVED AS TO FORM:  
BY THE OFFICE OF THE COUNTY COUNSEL

By \_\_\_\_\_

APPROVED AS TO CONTRACT  
ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES